



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202 • (904) 359-3100

Law Department
Writer's direct telephone line:

(904) 359-3673

July 17, 1985

5-203A025

JUL 22 1985

RECORDATION NO. 57091-0 Filed & Recorded

JUL 22 1985 1-35 PM

INTERSTATE COMMERCE COMMISSION

No.

Date

1000 W. WASHINGTON, D.C.

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
12th & Constitution, N. W.
Washington, D. C. 20423

Dear Mr. Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Indenture of Satisfaction and Release, a secondary document, dated June 15, 1985.

The primary document to which this document is connected is recorded under Recordation No. 5709.

The names and addresses of the parties to the document are as follows:

Mercantile-Safe Deposit and Trust Company,
Trustee
Two Hopkins Plaza
Baltimore, Maryland 21203

Seaboard System Railroad, Inc.
(successor to Louisville and Nashville
Railroad Company)
500 Water Street
Jacksonville, Florida 32202

A fee of \$10.00 is enclosed.

Please return the counterparts not needed by the Commission for recordation to:

ICC OFFICE OF
THE SECRETARY
JUL 22 1 32 PM '85
MOTOR OPERATING UNIT


Mr. James H. Bayne
Page Two
July 17, 1985

Mr. David M. Yearwood
General Attorney
Seaboard System Railroad, Inc.
500 Water Street
Jacksonville, Florida 32202

A short summary of the document to appear in the
index follows:

General release of all equipment to Railroad.

Very truly yours,


David M. Yearwood
General Attorney

Interstate Commerce Commission
Washington, D.C. 20423

7/23/85

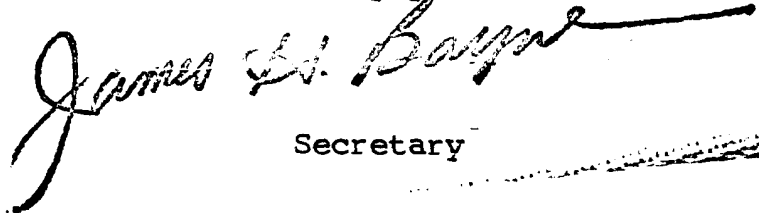
OFFICE OF THE SECRETARY

David M. Yearwood
General Attorney
Seaboard System Railroad Co.
500 Water Street
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/22/85 at 1:35pm and assigned re-recording number(s). 5709-0 Released

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. 57091 ⁰ Filed & Recorded

Counterpart No. 1
Of 4 Counterparts

JUL 22 1985 1-3 5 PM

INTERSTATE COMMERCE COMMISSION
INSTRUMENT OF SATISFACTION AND RELEASE dated as of

June 15, 1985 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation (the "Agent"), and SEABOARD SYSTEM RAILROAD, INC., a Virginia corporation (the "Railroad") (successor by merger to Louisville and Nashville Railroad Company).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of February 15, 1970 (the "Conditional Sale Agreement") by and among Pullman Incorporated (Pullman-Standard Division) and Greenville Steel Car Company (the "Vendors") and the Railroad, each of the Vendors agreed to construct, sell and deliver to the Railroad, on the terms and conditions therein set forth, certain cars described therein (the "cars");

WHEREAS, by an Agreement and Assignment, dated as of February 15, 1970 (the "Assignment"), the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 8, 1970, at 12:45 P.M. and assigned Recordation No. 5709;

WHEREAS, Section 3 of the Conditional Sale Agreement provides that when the Railroad has paid the full purchase price for all of the cars, together with interest, and observed all

the covenants and conditions of the Conditional Sale Agreement and Assignment, title to all of the cars shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent acknowledges satisfaction of all payments required to be made by the Railroad under the Conditional Sale Agreement and transfers all its right, title and interest in or to the cars to the Railroad; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such satisfaction;

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement and Assignment, (2) transfer all its right, title and interest in or to the cars to the Railroad and (3) release and discharge the Railroad from said Conditional Sale Agreement and any supplement or amendment related thereto.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to

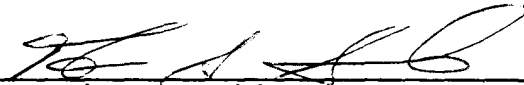
49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent

By



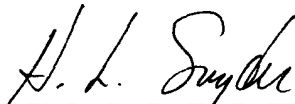
Vice President

ATTEST:


Corporate Trust Officer

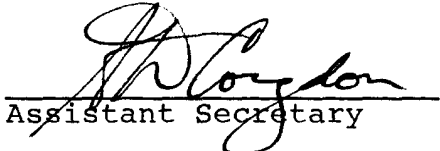
SEABOARD SYSTEM RAILROAD, INC.

By



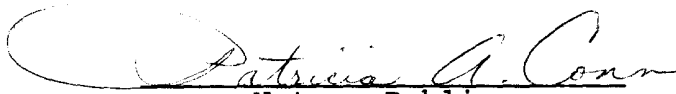
Vice President-Treasurer

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 10th day of July, 1985, before me personally appeared THOMAS A. SUMMERLIN, to me personally known, who being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

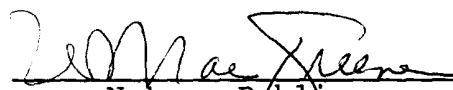

Notary Public

My Commission expires 7-1-86.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 3rd day of July, 1985, before me personally appeared H. L. Snyder, to me personally known, who, being by me duly sworn, says that he is Vice President-Treasurer of Seaboard System Railroad, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission expires NOTARY PUBLIC, STATE OF FLORIDA
My commission expires July 7, 1985
Bonded by American Fire & Casualty Company

NOTARIAL SEAL